

**SECTION 00315 DETROIT LIVING WAGE ORDINANCE**

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OWNER - CITY OF DETROIT, MICHIGAN  
WORK - BABY CREEK CSO CONTROL FACILITY  
CONTRACT NO. - PC-748

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The attached Detroit Living Wage Ordinance forms are to be completed and submitted with each Contractor's bid. Failure to do so is grounds for disqualification.

Contract No. PC-748**DETROIT LIVING WAGE ORDINANCE  
CONTRACTOR CERTIFICATION**

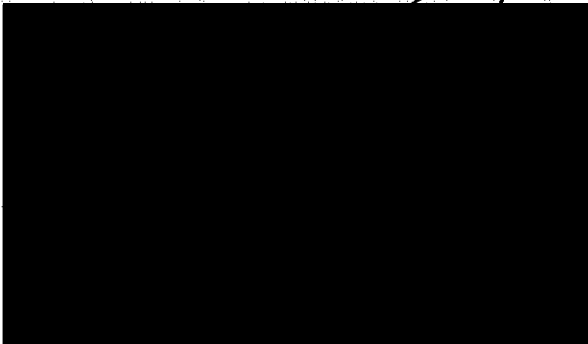
By signature in the space provided below, the Contractor acknowledges receipt of a copy of the Detroit Living Wage ordinance (AOrdinance), which copy is attached and made a part of this Exhibit C and above-reference Contract, and affirms that it will comply with this Ordinance in all respects.

A Contractor who violates the Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.

Willful or repeated violation of this Ordinance will entitle the City to terminate the Contract.

Willful violation of the Ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments to the Contractor the amounts that are necessary to make these payments.

A Contractor who is assessed the \$50.00 penalty based on more than three (3) incidents within a two (2) year period shall be barred from entering into any contracts with the City for a period of ten (10) years from the last violation.



Feb 6, 2003  
Date

**AMENDED NOTICE  
OF  
ENACTMENT OF ORDINANCE  
TO THE CITIZENS OF DETROIT,  
MICHIGAN**

At the General Election held on November 3, 1998, the People of the City of Detroit passed the following ordinance. When this ordinance was published and effective on December 16, 1998, it was codified in error as Division 5 of Article V, Chapter 18, of the 1984 Detroit City Code and consisting of Sections 18-5-71 through 18-5-76. Instead this ordinance is properly codified as Division 6 of Article V, Chapter 18, of the 1984 Detroit City Code and consists of Sections 18-5-81 through 18-5-86.

**ORDINANCE NO. 45-98  
CHAPTER 18  
ARTICLE V**

**TO ADD DIVISION 6 TITLED 'DETROIT LIVING WAGE ORDINANCE'**  
AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code by adding Division 6, titled 'Detroit Living Wage Ordinance', which shall consist of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86, to require employers that contract with the City or which receive financial assistance from the City for economic development or job growth to pay their employees a wage sufficient to meet basic subsistence needs, to utilize Detroit residents as employees to the extent possible, to define applicability, to set forth minimum requirements, and to provide for enforcement and penalties, severability, and an effective date of the ordinance.  
IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT

Section 1 Chapter 18, Article V, of the 1984 Detroit City Code be amended by adding Division 6, titled 'Detroit Living Wage Ordinance', which shall consist of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86, to read as follows:

**DIVISION 6. DETROIT LIVING WAGE  
ORDINANCE**

**Sec. 18-5-81. Purpose.**

The purpose of this ordinance is to improve the lives of working people and their families by requiring employers that contract with the City or which receive financial assistance from the City for economic development or job growth to pay their employees a wage sufficient to meet basic subsistence needs, and that they utilize Detroit residents as employees to the extent possible.

**Sec. 18-5-82. Applicability.**

(a) This ordinance applies to any individual proprietorship, partnership, corporation, trust, association or other entity which is a contractor or a grantee defined as follows:

(i) a contractor is a party to a contract with the City of Detroit primarily for the furnishing of services (as opposed to the purchasing or leasing of goods or property) where the total expenditure for such contract exceeds \$50,000.00 including any subcontractor of such contractor;

(ii) a grantee is the recipient of any financial assistance from the City in excess of \$5,000.00 including any federal grant program administered by the City revenue bond financing planning assistance tax

increment financing, tax credits or any other form of assistance, if the purpose of the assistance is economic development or job growth, including any contractors, subcontractors or leaseholders at the subsidized sites.

(b) The minimum wage requirements of this ordinance shall apply with respect to any employee of a contractor or grantee who is employed either part-time or full-time at a job site covered in whole or in part by the contract, or to any employee of a grantee who is employed either part-time or full-time at any job site covered or subsidized in whole or in part under the grant of financial assistance.  
**Sec. 18-5-83. Minimum Requirements.**

(a) Each contractor and grantee shall pay its employees wages which are at least equal to a living wage as defined in this ordinance.

(b) A living wage means an hourly wage rate which on an annual basis (based on forty (40) hours per week, fifty (50) weeks per year) is equivalent to either of the following:

(i) One hundred and twenty five percent (125%) of the federal poverty level; or

(ii) One hundred percent (100%) of the federal poverty level, if health benefits are provided to the employee. Health benefits, for purposes of this ordinance, mean fully paid, comprehensive family medical coverage.

(c) The federal poverty level means the United States poverty level income guideline for a family of four, as adjusted periodically.

(d) The City Purchasing Department shall adjust the living wage as necessary to incorporate changes in the federal poverty level. The Purchasing Department shall publish a bulletin announcing any change in the amount of the living wage, and shall inform each contractor and grantee of such changes in writing, prior to such adjustment becoming effective.

(e) To the greatest extent feasible, a covered contractor or grantee shall attempt to fill all new positions created as a result of a contract or financial assistance with employees who are residents of the City of Detroit. The foregoing shall not be interpreted as [a] residency requirement; nor shall it cause any contractor or grantee to terminate, transfer, or lay off any employee who is on the payroll at the time coverage under this ordinance becomes effective for that contractor or grantee.

**Sec. 18-5-84. Enforcement and Penalties.**

(a) Each City contract or grant or financial assistance shall require compliance with this ordinance. Each such contract or grant shall provide that willful or repeated violation of this ordinance will entitle the City to terminate the contract or grant.

(b) Every contractor or grantee shall post in a conspicuous place on any jobsite subject to this ordinance a copy of the minimum living wage rate required under this ordinance. The City shall notify contractors and grantees of the minimum living wage rate and any adjustments thereto within a reasonable period before they become effective.

(c) A contractor or grantee who violates the living wage requirement shall pay to each employee affected the amount of the deficiency, for each day the violation continues. Willful violation of the ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments, grants, or financial assistance to the employer such amounts as are necessary to effectuate the payments provided in this paragraph.

(d) A contractor or grantee who is assessed the \$50 penalty provided above based on more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the City or from receiving any financial assistance from the City (as defined in Section 2(b) [sic] [Section 18-5-82(b)]), for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph means one (1) payroll, payday, or date of payment, regardless of the number of employees affected by the incident.

(e) A person affected by a violation of this ordinance may file a complaint with [sic] [the] City Purchasing Department, which will have ninety (90) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's [sic] satisfaction within the ninety (90) day period, the complainant [sic] or his or her representative may bring an action in the Wayne County Circuit Court to enforce this ordinance. The court shall award reasonable attorneys fees and costs to a person who prevails in an enforcement action. This ordinance shall not be construed [sic] to limit an employee's right to bring legal action for violation of any other minimum compensation or wage and hour law.

Editor's Note See Section 18-5-82(a)(ii).

**Sec. 18-5-85. Severability.**

If any portion or provision of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**Sec. 18-5-86. Effective date.**

This ordinance shall apply to any contract entered into and any financial assistance granted or renewed after the effective date of this ordinance. Entering into an agreement for extension of a contract for a period beyond its original term shall be considered entering into a contract for purposes of this paragraph.

**Secs. 18-5-87 - 18-5-90 Reserved**

Section 2. All ordinances or parts of ordinances, or resolutions in conflict herewith be and the same are hereby repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety and welfare of the People of the City of Detroit and shall become effective on December 16, 1998 in accordance with the applicable provisions of the 1997 Detroit City Charter.

Approved by the Voters November 3, 1998  
Certified by the Board

of City Canvassers November 16, 1998  
Effective November 16, 1998  
Published December 16, 1998  
Revised December 23, 1998

JACKIE L. CHURCH  
City Clerk


## **NOTICE OF DETROIT LIVING WAGE RATES ADJUSTMENT EFFECTIVE MAY 1, 2002**

In accordance with Ordinance No. 45-98, being Sections 18-5-81 through 18-5-86 of the 1984 Detroit City Code, titled Detroit Living Wage Ordinance' (Ordinance), the Purchasing Division of the City Finance Department has determined that the following adjustments to the living wage rates are necessary to reflect changes in the federal poverty level:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is \$9.05 per hour (100% of the federal poverty level income guideline for a family of four); and
- 2) Where health benefits as defined in the Ordinance are not provided to the employee, the living wage rate is \$11.31 per hour (125% of the federal poverty level income guideline for a family of four).

These rates are based upon the 2002 federal poverty level income guideline of \$18,100.00 for a family of four in the contiguous 48 states and the District of Columbia, as published in the Federal Register: February 14, 2002 (Volume 67, Number 31 Page 6931-6933.) In order to provide the notice to employers required pursuant to Section 18-5-83 (d) of the Ordinance, these rates shall become effective May 1, 2002. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services.

The Ordinance applies to employers who are contractors' or grantees' as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is December 16, 1998. A copy of the ordinance may be obtained from:

 Municipal  
Code and Ordinance Clerk  
City Clerk's Office  
2000 Coleman A. Young Municipal Center  
Detroit, MI 48226  
(313) 224-2083

Dated: April 1, 2002

## **DETROIT LIVING WAGE ORDINANCE**

### **SEC. 18-5-71. PURPOSE.**

The purpose of this ordinance is to improve the lives of working people and their families by requiring employers that contract with the City or which receive financial assistance from the City for economic development or job growth to pay their employees a wage sufficient to meet basic subsistence needs, and that they utilize Detroit residents as employees to the extent possible.

### **SEC. 18-5-72. APPLICABILITY.**

- (a) This ordinance applies to any individual, proprietorship, partnership, corporation, trusts, association or other entity which is a contractor or a grantee, defined as following:
  - (i) a contractor is a party to a contract with the City of Detroit primarily for the furnishing of services (as opposed to the purchasing or leasing of goods or property), where the total expenditure for such contract exceeds \$50,000.00, including any subcontractor of such contractor;
  - (ii) a granted is the recipient of any financial assistance from the City in excess of \$50,000.00, including any federal grant program administered by the city, revenue bond financing, planning assistance, tax increment financing, tax credits or any other form of assistance, if the purpose of the assistance is economic development or job growth, including any contractors, subcontractors or leaseholders at the subsidized sites.
- (b) The minimum wage requirements of this ordinance shall apply with respect to any employee of a contractor or grantee who is employed either part-time or full-time at a job site covered in whole or in part by the contract, or to any employee of a grantee who is employed either part-time or full-time at any job site covered or subsidized in whole or in part under the grant of financial assistance.

### **SEC. 18-5-73. MINIMUM REQUIREMENTS**

- (a) Each contractor and grantee shall pay its employees wages which are at least equal to a living wage as defined in this ordinance.
- (b) A living wage means an hourly wage rate which on an annual basis (based on forty hours per week, fifty weeks per year) is equivalent to either of the following:
  - (i) One hundred and twenty five percent (125%) of the federal poverty level; or
  - (ii) One hundred percent (100%) of the federal poverty level; if health benefits are provided to the employee. Health benefits, for purposes of this ordinance mean fully paid, comprehensive family medical coverage.
- (c) The federal poverty level means the United States poverty level income guideline for a family of four, as adjusted periodically.
- (d) The City Purchasing Department shall adjust the living wage as necessary to incorporate changes in the federal poverty level. The Purchasing Department shall publish a bulletin announcing any changes in the amount of the living wage, and shall inform each contract and grantee of such changes in writing, prior to such adjustment becoming effective.

- (e) To the greatest extent feasible, a covered contractor or grantee shall attempt to fill all new positions created as a result of a contract or financial assistance with employees who are resident of the City of Detroit. The foregoing shall not be interpreted as [a] residency requirement: nor shall it cause any contractor or grantee to terminate, transfer, or lay off any employee who is on the payroll at the time coverage under this ordinance becomes effective for that contractor or grantee.

#### **SEC. 18-5-74. ENFORCEMENT AND PENALTIES**

- (a) Each City contract or grant or financial assistance shall require compliance with this ordinance. Each such contract or grant shall provide that willful or repeated violation of this ordinance will entitle the City to terminate the contract or grant.
- (b) Every contractor or grantee shall post in a conspicuous place or any job site subject to this ordinance a copy of the minimum living wage rate required under this ordinance. The City shall notify contractors and grantees of the minimum living wage rate, and adjustments thereto, within a reasonable period before they become effective.
- (c) A contractor or grantee who violates the living wage requirement shall pay to each Employee affected the amount of the deficiency, for each the violation continues. Willful violation of the ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payment, grants, of financial assistance to the employer such amounts as necessary to effectuate the payments provided in this paragraph.
- (d) A contractor or grantee who is assessed the \$50 penalty provided above based on more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the City or from receiving any financial assistance from the City (as defined in Section 2(b) [sic] [Section 18-5-72(b)] for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph means one payroll, payday, or date of payment, regardless of the number of employees affected by each incident.
- (e) A person affected by a violation of this ordinance may file a complaint with [sic] City Purchasing Department, which will have ninety (90) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's [sic] satisfaction within the ninety day period, the complainant [sic] or his or her representative may bring an action in the Wayne County Circuit Court to enforce this ordinance. The court shall award reasonable attorneys fees and costs to a person who prevails in an enforcement action. This ordinance shall not be constructed [sic] to limit an employee's right to bring legal action for violation of any other minimum compensation or wage and hour law.

#### **SEC. 18-5-75. SEVERABILITY.**

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**Editor's Note: See Section 18-5-72(a)(ii).**

If any portion or provision of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**SEC. 18-5-76. EFFECTIVE DATE.**

This ordinance shall apply to any contract entered into and any financial assistance granted or renewed after the effective date of this ordinance. Entering into an agreement for extension of a contract for a period beyond its original term shall be considered entering into a contract for purposes of this paragraph.

## DETROIT LIVING WAGE ORDINANCE CERTIFICATION

By signature in the space provided below, the Contractor acknowledges receipt of a copy of the Detroit Living Wage Ordinance ("Ordinance"), which copy is attached and made a part of this Exhibit C and affirms that it will comply with this Ordinance in all respects.

A Contractor who violates the Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.

Willful or repeated violation of the Ordinance will entitle the City to terminate the Contract.

Willful violation of the Ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments to the Contractor the amounts that are necessary to make these payments.

A Contractor who is assessed the \$50.00 penalty based on more than three (3) incidents within a two (2) year period shall be barred from entering into any contracts with the City for a period of ten (10) years from the last violation.

Date February 6, 2003

Name of Company Walbridge Aldinger Company

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title Assistant Vice President

RFQ# PC748



EXHIBIT C

Contract No. PC 748

DETROIT LIVING WAGE ORDINANCE  
CONTRACTOR CERTIFICATION

By signature in the space provided below, the Contractor acknowledges receipt of a copy of the Detroit Living Wage ordinance ("Ordinance"), which copy is attached and made a part of this Exhibit C and the above-referenced Contract, and affirms that it will comply with this Ordinance in all respects.

A Contractor who violates the Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.

Willful or repeated violation of this Ordinance will entitle the City to terminate the Contract.

Willful violation of the Ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments to the Contractor the amounts that are necessary to make these payments.

A Contractor who is assessed the \$50.00 penalty based on more than three (3) incidents within a two (2) year period shall be barred from entering into any contracts with the City for a period of ten (10) years from the last violation.

  
6/03

  
Date

## 1. DEFINITIONS

1.01 The following words and expressions or pronouns used in their stead shall wherever they appear in the Contract be construed as follows:

"Additional Services" shall mean any Services in addition to those set out in Exhibit A which are related to fulfilling the objectives herein stated, are not contained in the original Services as designated in this Contract or any Exhibit thereto and are agreed upon by the parties in written Amendment.

"Amendment" shall mean any and all modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing, approved by the City Council and incorporated herein.

"Associate" shall mean in reference to the Contractor, its personnel, employees, consultants, subcontractors, agents, parent company, or any entities associated, affiliated, or subsidiary to the Contractor now existing or hereinafter created, their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or Department named in the Contract as contracting for the Services herein on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document including all Exhibits and Amendments as set forth herein. It shall denote a contract executed and approved by the appropriate City Departments or offices and by the City Council.

"Contractor" shall mean the contracting party hereto, whether incorporated as a firm or individual, or whether a partnership or any combination thereof, and its heirs or successors, personnel, representatives, executors, administrators and assigns.

"Exhibit A" shall include the Scope of Services and all pertinent data related to performance of the Services.

"Exhibit B" shall include the method of payment for the Contract, hourly rates, if any, and all the reimbursable expenses allowable, if any, to be paid to the Contractor in the performance of the Services set forth in this Contract.

"Exhibit C" shall include the Contractor's certification of having received a copy of the Detroit Living Wage Ordinance and shall provide evidence of the Contractor's commitment to comply with the same.

## SECTION 00320 NONCOLLUSION AFFIDAVIT

OWNER - CITY OF DETROIT, MICHIGAN  
WORK - BABY CREEK CSO CONTROL FACILITY  
CONTRACT NO. - PC-748

Affiant, [REDACTED]

(1) Affiant is (enter title) Assistant V.P. of [REDACTED], "the Bidder." Affiant has personal knowledge of the matters set forth in this Affidavit and is competent to testify about them.

(2) The Bidder has submitted to the City of Detroit, Michigan ("the Owner"), a "Bid" to enter into the above referenced Contract, also referred to in this Affidavit as "the Work."

(3) This Noncollusion Affidavit is executed by Affiant for inclusion with the submission to the Owner of the Bid and may be relied upon by the Owner in considering the Bid.

(4) Affiant is fully informed about the preparation and contents of the Bid and of all pertinent circumstances surrounding the Bid, has not entered into any contract, combination, conspiracy or other act prohibited by federal, State or any other local Law. The Bid is genuine and is not a collusive or sham Bid.

(5) Neither the Bidder nor any of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have in any way entered or proposed to enter into any combination to prevent the making of any Bid or to fix any prices (including overhead, profit or other costs) for the Bid or have made any agreement or given [REDACTED]

[REDACTED], being first duly sworn, deposes and says that: or promised any consideration to induce any other person not to Bid for the Work, or to Bid at a specified price; or have secured, proposed or intended to secure through any agreement an unlawful advantage against the Owner or any other person interested in the Work.

(6) No officer or employee of the City of Detroit is personally or financially interested, directly or indirectly, in the Bid, or any Contract which may be under it, or in the purchase or sale of any materials or supplies for the Work to which it relates, or any portion of any expected profits thereto.

(7) The Bid is not intended to secure an unfair advantage or benefit from the Owner or in favor of any person interested in the proposed Contract.

(8) The prices bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant; and neither the Bidder nor any of its owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have divulged any information regarding the Bid or any data about the Bid to any other person.

Title: Assistant Vice President

By [REDACTED]

## VERIFICATION

STATE OF MICHIGAN )  
COUNTY OF Wayne )

Before me, a Notary Public commissioned, qualified and acting, personally appeared (enter name of the person signing this Affidavit) [REDACTED] to me well known to be the person described in and who signed this Affidavit, who being by me first duly sworn upon oath, says that [REDACTED] is the attorney-in-fact for (enter Bidder's name) Walbridge Aldinger Company, that he/she has been authorized by (enter name of individual, partnership name, or the authorized governing body of the Bidder) It's Board of Directors to execute this Affidavit on behalf of the named Bidder in favor of the CITY OF DETROIT, MICHIGAN, for the uses and purposes mentioned.

Subscribed and sworn to before me this 16<sup>th</sup> day of February, 2003

Notary Public [REDACTED]

NOTARY PUBLIC WAYNE CO., MI

MY COMMISSION EXPIRES Mar 11, 2007

My Commission expires: March 11, 2007

END OF SECTION 00320

**SECTION 00325 SECURITY MEMO-PURCHASING DIVISION**



CITY OF DETROIT  
FINANCE DEPARTMENT  
PURCHASING DIVISION

1008 COLEMAN A. YOUNG  
MUNICIPAL CENTER  
DETROIT, MICHIGAN 48226  
PHONE 313 • 224 • 4600  
FAX 313 • 224 • 4374

**For Personal or Delivery Service delivery of quotations:**

The Coleman A. Young Municipal Center has increased its security measures at all points of entry and exit of the building. Please allow ample time to pass through the security checkpoints to allow for the timely submission of your bid. A list of items not allowed in the building is listed below for your information. For delivery by a service or individual other than the bidder, it is the responsibility of the bidder to inform the service or individual of the City of Detroit's security policy.

**NOTICE  
COLEMAN A. YOUNG MUNICIPAL CENTER  
PROHIBITED ITEMS**

Listed below are items that are **STRICTLY PROHIBITED** in the Coleman A. Young Municipal Center. Your cooperation in this matter is appreciated. Your non-cooperation may result in items being confiscated and possible criminal prosecution under applicable statutes or ordinances.

METAL OR RATTAIL COMBS  
ALL KNIVES, INCL. PEN KNIVES  
BULLETS (or anything similar)  
RAZORS OR RAZOR BLADES  
SPIKES  
SCREWDRIVERS, TOOLS, ETC.  
GLASS BOTTLES  
ALUMINUM CANS  
KNIVES, FORKS, SPOONS  
CAN OPENERS  
NAILS, SCREWS, BOLTS  
FINGERNAIL POLISH  
CORDS  
HEADPHONES WITH CORDS  
MEASURING TAPES  
PERFUME BOTTLES  
CAMERAS  
VIDEO CAMERAS  
SYRINGES  
NEEDLES OF ANY KIND  
COIL/NECK/PULL CORDS ON KEY CHAINS  
GLASS PICTURE FRAMES  
BODY SPRAYS  
CIGARETTE LIGHTERS

GUNS(incl. Models, replicas, or toys)  
TWEEZERS  
BOX CUTTERS  
BRASS KNUCKLES  
MASTER LOCKS  
MACE OR PEPPER SPRAY  
SCISSORS  
PC37/P38 CAN OPENERS  
HAIR CLIPPERS  
FLAT IRONS  
NAIL FILES  
MANICURE SETS/NAIL CLIPPERS  
CURLING IRONS  
HANDCUFFS  
EXPLOSIVE OBJECTS/MATERIALS  
HAIRSPRAY  
TAPE RECORDERS  
HAIRPICKS WITH NO TIPS  
SPRAY CANS  
LARGE HANGING KEY STRAPS  
DENTAL FLOSS  
MIRRORS OF ANY KIND  
GLASS OF ANY KIND  
WIRES/LOOSE BATTERIES

OTHER ITEMS DEEMED TO BE DANGEROUS BY SECURITY PERSONNEL WILL BE EXCLUDED AND CONFISCATED WHEN NECESSARY.

 MAYOR

**SECTION 00330-U.S.E.P.A. CERTIFICATION OF  
NONSEGREGATED FACILITIES**

## U.S. ENVIRONMENTAL PROTECTION AGENCY

### CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that [redacted] does not maintain or provide for [redacted] employees any segregated facilities at any of his establishments, and that [redacted] does not permit [redacted] employees to perform their services at any location, under [redacted] control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for [redacted] employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform these services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in [redacted] files.

Signature

[redacted]

[redacted], Assistant Vice President

February 6, 2003

Date

Name and Title of Signer (Please type)

Walbridge Aldinger Company

Firm Name

Note. The penalty for making false statements in offers is prescribed in 18.U.S.C. 1001.

**SECTION 00335-NOTICE TO LABOR UNIONS OR OTHER  
ORGANIZATIONS OF WORKERS**

**NONDISCRIMINATION IN EMPLOYMENT**



**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NONDISCRIMINATION IN EMPLOYMENT**

TO: \_\_\_\_\_  
(Name of union or organization of workers)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(Name of Applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 25, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation no to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION,  
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT,  
TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS  
OR COMPENSATION, SELECTION FOR TRAINING INCLUDING  
APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Walbridge Aldinger Company

\_\_\_\_\_  
(Contractor or Subcontractor)

February 6, 2003

\_\_\_\_\_  
(Date)


**SECTION 00340-CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

 Assistant Vice President  
\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Signature

February 6, 2003

\_\_\_\_\_  
Date

☐ I am unable to certify to the above statements. Attached is my explanation.

**RESOLUTION OF CORPORATE AUTHORITY**

I, [REDACTED] Corporate Secretary of WALBRIDGE ALDINGER COMPANY, a Michigan Corporation (the "Company") DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on various dates and that the same is now in full force and effective:

"RESOLVED, that [REDACTED] Assistant Vice President, of Walbridge Aldinger Company is authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument of document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by either of them to be conclusive evidence of such approval."

IN WITNESS THEREOF, I have set my hand this 15<sup>th</sup> Day of October, 2000.

\_\_\_\_\_  
CORPORATE SEAL

[REDACTED]  
Corporate Secretary

**CORPORATE ACKNOWLEDGMENT**

STATE OF MICHIGAN     )  
                                  )SS.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> Day of October, 2000, by the Secretary of the Corporation on behalf of the Corporation.

[REDACTED]  
NOTARY PUBLIC MACOMB CO., MI  
MY COMMISSION EXPIRES Jan 24, 2004  
ACTING IN WAYNE COUNTY, MI

[REDACTED]  
Notary Public

My Commission Expires: 1/24/04